





## *Report to the Auburn City Council*

Action Item

Agenda Item No.

**10**  
City Manager Approval

**To:** Mayor and City Council Members  
**From:** Bernie Schroeder, Director of Public Works   
**Date:** June 9, 2014  
**Subject:** Preparation of a Low Impact Development Standards Manual

### **The Issue**

Shall the City enter into a Memorandum of Understanding (MOU) agreement with the City of Roseville, Placer County and Town of Loomis for funding preparation of a Low Impact Development Standards Manual to implement a requirement of the National Pollutant Discharge Elimination System (NPDES) Statewide General Permit applicable within each jurisdiction?

### **Conclusion and Recommendation**

Staff recommends that the City Council, BY RESOLUTION, authorize the Director of Public Works to sign the Memorandum of Understanding agreement with the City of Roseville, Placer County and Town of Loomis for funding the preparation of a Low Impact Development Standards Manual to implement a requirement of the National Pollutant Discharge Elimination System (NPDES) Statewide General Permit.

### **Background**

Storm water discharges within portions of Placer County and the cities of Roseville, Auburn, and Town of Loomis are permitted under Phase II of the National Pollutant Discharge Elimination System (NPDES) small municipal stormwater program. The program is part of the Federal Clean Water Act, administered in California by the Regional Water Quality Control Boards. The NPDES regulations require permitted areas to implement specific activities and actions to eliminate or control stormwater pollution. The current Phase II NPDES Permit requires permitted jurisdictions to minimize storm water impacts from projects that create and/or replace 5,000 square feet or more of impervious surface through implementation of Low Impact Development (LID) practices that will effectively reduce runoff and treat storm water.

The Placer County Department of Public Works (DPW) staff has been working with the City and other local jurisdictions to implement various requirements of the NPDES permit in the most efficient and economical manner. Placer County's Community Development Resource Agency (CDRA) Planning Division has received a Cooperative Endangered Species Conservation Fund grant that, among other goals, includes development of LID standards applicable to the Placer County Conservation Plan. This planning effort presents an opportunity for NPDES permitted jurisdictions to participate in development of expanded LID standards that can also satisfy permit requirements. This joint effort provides a benefit to the City as it will achieve common goals, provide consistent implementation of

LID concepts and reduces individual jurisdictional project implementation costs. The County Planning Division and DPW developed a joint Request for Proposal (RFP) document, with local jurisdictions joining the endeavor through the subject Memorandum of Understanding (MOU). The consultant selection was completed in late April and all parties to the MOU will be obtaining approval from their governing boards to enter into the proposed agreement with signatures to be obtained prior to the Placer County Board's approval of the consultant contract.

**Alternatives Available to Council; Implications of Alternatives**

1. Adopt Staff Recommendations.
2. Adopt Amended Recommendations.
3. Do not adopt recommendations

**Additional Information**

Implementation of the MOU is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Placer County Code Section 18.36.080 Class 6, Information Collection [CEQA Guidelines Section 153061(b)(3)].

**Fiscal Impact**

The total shared cost for the Consultant to develop the LID Standards Manual for the Western Placer County region is an amount not to exceed \$104,296 which includes a 10% contingency. The costs will be proportionately shared between the participating parties on a pro-rata basis as a percentage of population to the combined population of the participating jurisdictions. Implementation of the City of Auburn's portion of the MOU is estimated to cost \$6,257 for the two year agreement. Prior to the Consultant commencing work for the contract, the City must submit a deposit in the amount of 50% of their pro-rata share (\$3,128.50). Funding is included within the current fiscal year and the proposed Stormwater Budget for FY 2014/15.

**Attachments:**    *Memorandum of Understanding  
Resolution*

**MEMORANDUM OF UNDERSTANDING REGARDING COST SHARING  
FOR A LOW IMPACT DEVELOPMENT STANDARD MANUAL FOR  
WESTERN PLACER COUNTY  
AS REQUIRED BY  
MUNICIPAL SMALL SEPARATE STORM SEWER SYSTEM  
PHASE II PROGRAM**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the following public agencies, ( referred to individually as "Party" and collectively as "Parties");

Placer County, a political subdivision of the State of California;  
City of Roseville, a municipal corporation of the State of California;  
Town of Loomis, a municipal corporation of the State of California;  
City of Auburn, a municipal corporation of the State of California.

**RECITALS**

**WHEREAS**, the State of California and State Regional Water Quality Control Boards, adopted National Pollutant Discharge Elimination System (NPDES) Statewide General permit number CAS000004 CA, Order # 2013-0001-DWQ, the Storm Water Permit (SWP) on February 5, 2013; and

**WHEREAS**, each Party has expressed intent to comply with the State Order of said general permit and has applied for a separate NPDES permit to cover its jurisdiction; and

**WHEREAS**, the General Permit requires the Permittee to adopt and implement standards that require all Regulated Projects to implement low impact development (LID) standards designed to reduce runoff, treat storm water, and provide baseline hydromodification management; and

**WHEREAS**, the Placer County Planning Department was awarded \$100,000.00 in Federal grant funds from the Fiscal Year 2013 Cooperative Endangered Species Conservation Fund Non-traditional Habitat Conservation Planning Assistance Program and will be developing a Low Impact Development Standard Manual (LIDSM) as part of the Placer County Conservation Plan (PCCP) with applicability to all of western Placer County, and will be updating other County related ordinances and codes that will be affected by implementation of the LID manual; and,

**WHEREAS**, the Placer County Planning Department has issued a Request for Proposals (RFP No. 10346) to hire a Consultant for the review of current County Resources and Development Code revisions, and the Development of a LIDSM; and,

**WHEREAS**, the Parties understand the benefit of group participation in the development of the LIDSM portion of the County RFP (See Exhibit A - tasks 2-4) and further agree that a LIDSM for Western Placer County achieves common goals, provides consistent direction and implementation of LID concepts, and reduces individual jurisdictional project implementation costs; and

**WHEREAS**, each Party remains solely responsible for the implementation of their individual permit including review of jurisdictional codes/ordinances and adoption of LIDSM;

**NOW THEREFORE**, the Parties hereto agree as follows:

## **Section 1 – Participation**

Participation in the development of the LID Design Manual, Public Outreach, and Staff Training (Tasks 2-4) for this particular element of the SWP will be at the will and direction of the individual Party. Costs associated with Tasks 2-4 of this undertaking will be shared between the participating jurisdictions per Section 2 below. Individual jurisdictional work outside the scope of work as defined in Tasks 2-4 will be the sole responsibility of that jurisdiction and not part of this MOU.

Participating Parties will be given the opportunity to be part of working groups and discussions regarding the LIDSM, and will be able to provide comments on incremental Consultant's work products and final draft documents. All parties to the MOU will receive a final LIDSM, associated modeling documentation, and access to training.

## **Section 2 - Cost Sharing**

It is understood that Tasks 2-4 of the RFP for the design manual being undertaken by Placer County will benefit each participating Party. Task 1 is applicable only to Placer County and will not be part of the shared cost equation. The Federal Grant Money (\$100,000) will be used to pay for all of Task 1, with the remaining sum applicable toward those tasks in 2-4 which directly apply to the PCCP. The total contract will be \$217,792.00 with costs attributed to the LIDSM in an amount not to exceed \$94,805 plus a 10% contingency (\$9,481) will be proportionately shared between the participating parties on a pro-rata basis as a percentage of population to the combined population of the participating Parties. The population of a Party's NPDES permit area is determined using the 2010 Local Census Data for the Phase II Permit Areas. (Only the populations within the permit areas have been counted) as shown below;

<b>PARTY</b>	<b>2010 CENSUS</b>	
Auburn	13,330	6%
Loomis	6,430	3%
Roseville	115,781	57%
Placer County	68,777	34%

Requests for Proposal cost estimates for the LIDSM shall include, but not be limited to the following;

- Consultant Services
- Shared Modeling Documentation
- Workshops and Training

Each party shall have a designated and duly authorized signatory to accept the responsibilities and cost obligation associated with participation in a development manual. Shared costs will not to exceed \$94,805 plus 10% contingency (\$9,481) which will be attributed to the cost sharing formula as shown in Section 2.

Prior to the Consultant starting work for the contract, each participating Party shall submit to the Placer County Planning Department a deposit in the amount of 50% of their pro-rata share for the Consultant's

work associated with the development of the LIDSM based on the prepared cost estimate. As work program costs accrue, additional deposits may be required. Additional deposits will be payable within 30-days of request from the Planning Department. At the conclusion of each section of work, the Planning Department shall assess final costs and bill the Parties for any amount due, or refund their pro-rata share of deposits. Final costs will be payable within 30-days. Final close out documents will include the following:

1. The original invoice for the shared costs
2. Copies of all relevant invoices from consultants
3. Copies of contracts and other documents setting forth the conditions and specifications for the item of work or product delivered.

Each Party understands and agrees that any internal costs or expenses incurred by a Party shall be the sole responsibility of that Party unless otherwise approved for payment as a shared cost item.

**Section 3 - Execution:**

This MOU may be executed by the Parties in separate counterparts and pdf of facsimile signatures may be accepted and treated as originals.

**Section 4 - Amendments:**

This MOU can only be amended in writing with all parties signatory to the amendment.

**Section 5 - Term / Termination:**

This MOU shall have a term of two (2) years effective on the date signed by the Parties. Each Party shall be responsible for its share of costs incurred through the final termination date.

**Section 6 – Notices:**

Any notices to parties required by this MOU shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows: Either party may amend its address for notice by notifying the other party in writing.

Placer County  
Department of Public Works  
Stormwater Quality  
3091 County Center Drive, Ste 220  
Auburn, CA 95603

City of Roseville Development Services  
Stormwater Program  
311 Vernon Street  
Roseville, CA 95661

The City of Auburn  
1225 Lincoln Way  
Auburn, CA 95603

The Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

**Section 7 - Severability:**

If any of the provisions contained in this MOU is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

**Section 8 - Access to Records:**

Duly authorized representatives of all Parties shall have right of access during normal business hours to all other Parties' files and records relating to the services performed hereunder, and may review the files and records when draft documents are released for review to Placer County.

**Section 9 - Integrated Agreement:**

This is an integrated agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

**Section 10 – Venue and Governing Law:**

Any action arising out of this MOU shall be brought in Placer County, California, regardless of where else venue may lie. This MOU shall be governed by and construed in accordance with the laws of the State of California.

**Section 11 – Mutual Indemnity:**

It is understood and agreed that, pursuant to Government Code §895.4, that all parties to this Memorandum of Understanding agree to defend, indemnify and save harmless all other parties to this agreement, including their officers, employees and volunteers, from all claims, suits, or actions every nature, kind and description brought for or on account of injury (as defined in Government Code §810.8) occurring by reason of anything done or omitted to be done by the indemnifying party under this Memorandum of Understanding.

**Section 12 – Third Parties:**

Nothing within the provisions of this Memorandum of Understanding is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to this Agreement by imposing any standard of care with respect to the subject of this Agreement and nothing in this Agreement shall be construed as a waiver of any available defense or immunity available to any party.

**Section 13 - General Provisions:**

A. The duly authorized signatories represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective Parties. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

B. Each Party understands and agrees that there is no agency relationship between the Parties. It is further understood and agreed by the Parties that any persons employed by each Party shall be entirely and exclusively under the direction, supervision, and control of the employing Party, and that the individual Parties are solely responsible for compliance with the individual NPDES permit within their respective jurisdiction.

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Its: City Manager

DATE \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**TOWN OF LOOMIS**

By: \_\_\_\_\_  
Its: City Manager

DATE \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**COUNTY OF PLACER**

By: \_\_\_\_\_  
Director of Public Works

DATE \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**CITY OF AUBURN**

By: \_\_\_\_\_  
Its: Director of Public Works

DATE \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

## EXHIBIT A

Request for Proposals: Development of a Low Impact Development Standard Manual and Development Code Revisions  
RFP No. 10346  
Excerpts from RFP

### 5.0 SCOPE OF SERVICES

#### Task 1 – Review and Assessment of County Resources

Product: Conduct an initial assessment of County documents, such as the County's grading, stormwater quality, and zoning ordinances, land development standards, Storm Water Management Manual, flood damage prevention ordinance, building codes, road standards, pre and initial development application requirements and other public information material, for consistencies and obstacles to LID as well compliance with the Phase II NPDES Permit. Also evaluate the LID Guidebook, PCCP conservation strategy, CARP documents, Phase II NPDES requirements. Based on this assessment prepare a list of recommended changes to County Code. This is a County only task and this RFP does not include the review of incorporated cities codes or documents as a task.

#### Task 2 – Public and Stakeholder Outreach

Product: With dedicated assistance from County staff in scheduling and coordinating meetings, the consultant will participate in opportunities for citizen input and public participation throughout the process. Input and participation will come from a variety of sources, including the Department of Public Works, Facility Services Department, the Engineering and Service Division and the Planning Services Division as well as state/federal resource agency staff and other jurisdictions within the County.

#### Task 3A – Low Impact Development Standards Manual Development

Product: Create a Low Impact Development Standards Manual with LID selection worksheet for western Placer County that provides the necessary standards for regulatory coverage as described in the PCCP and the State Phase II NPDES Permit requirements. The LID Standards Manual must address post construction storm water management requirements as stated in Section E.12 including a post construction storm water management program that addresses requirements for site assessment, analysis of drainage management areas, numeric sizing criteria for storm water retention and treatment, site design measures, source control measures, storm water treatment measures, and baseline hydromodification management measures.

This Manual will use the 2012 Low Impact Development Guidebook and the draft Stormwater Quality Design Manual Integrated Design Solutions for Urban Development (Sacramento County, 2013) as a source of information but will become its own standalone document that includes photographic illustrations, illustrated drawings and typical sections that are specific to the western Placer region. The Manual shall also address operation and maintenance for LID facilities. The final work product shall include a MS Word document as well as a print ready Adobe Portable Document Format (PDF) and a PDF that is optimized for the internet.

#### Task 3B Modeling Software and Staff Training

In addition to the LID Standards Manual, the final product shall include an option for staff training and public software modeling. The software modeling shall provide the ability to print out results in a format acceptable to the County as a LID Plan that can be used in a pre-

development meeting or with an initial development application. The LID Plan will be the basis for the County to determine if the regulated project is being designed to the extent feasible as required by the PCCP and Phase II NPDES Permit.

Task 4 – Reporting and Coordination with County staff

Product: Consultant will attend regular meetings with County staff and provide all necessary documentation required to complete the Section 6 grant quarterly reporting, included monthly invoices.

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RESOLUTION NO. 14-

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
AGREEMENT WITH PLACER COUNTY, CITY OF ROSEVILLE, AND TOWN OF  
LOOMIS FOR FUNDING PREPARATION OF A LOW IMPACT DEVELOPMENT  
STANDARDS MANUAL.

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THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of Auburn does hereby authorize the Director of Public Works to execute the Memorandum of Understanding with Placer County and the City of Roseville and Town of Loomis, for up to a two year term, to fund preparation of a Low Impact Development Standards Manual to implement requirements of the National Pollutant Discharge Elimination System Statewide General permit number CAS000004. The City's share of costs under the MOU shall not exceed \$6,247 for the Funding Preparation of a Low Impact Development Standards Manual.

A true and correct copy of said Memorandum of Understanding is attached hereto as Exhibit "A."

DATED: June 9, 2014

\_\_\_\_\_  
Bridget Powers, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the City Council of the City of Auburn held on the 9<sup>th</sup> day of June 2014 by the following vote on roll call:

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Ayes:  
Noes:  
Absent:

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Stephanie L. Snyder, City Clerk